

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: KURT DOUGLASS FRITZ WENDLOLYN M. DOUGLASS Debtors, SERVBANK, SB Movant, v. KURT DOUGLASS FRITZ, and WENDLOLYN M. DOUGLASS, and SCOTT F. WATERMAN, Trustee, Respondents.	Bankruptcy No. 25-10081-pmm Chapter 13
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MOTION FOR RELIEF FROM THE AUTOMATIC STAY

AND NOW, comes Movant, Servbank, SB (the “Movant”), by and through its undersigned counsel, Bernstein-Burkley, P.C., and in support of its *Motion for Relief from the Automatic Stay* (the “Motion”), represents as follows:

THE PARTIES

1. Respondents, Kurt Douglass Fritz and Wendlolyn M. Douglass (the “Debtors”), are adult individuals with a place of residence located at 119 Ardmore Avenue, Reading, Pennsylvania 19607.

2. Scott F. Waterman is the duly appointed Chapter 13 Trustee and is currently acting in such capacity.

JURISDICTION AND VENUE

3. This matter is a core proceeding and this Court has jurisdiction pursuant to 28 U.S.C. § 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. National Bankruptcy Services, LLC seeks relief pursuant to 11 U.S.C. § 362(d) and 11 U.S.C. § 363(e) and FRBP 4001 and 9014.

FACTUAL BACKGROUND

4. On or about January 8, 2025, the Debtor filed a voluntary petition for relief pursuant to Chapter 13 of the Bankruptcy Code.

5. Movant, Servbank, SB holds a mortgage (the “Mortgage”) on Debtors’ real property located at 119 Ardmore Avenue, Reading, Pennsylvania 19607 (“Property”), recorded in the Office of the Recorder of Deeds for Berks County, Pennsylvania, to secure a Note (the “Note”) with a principal balance of \$275,702.00. True and correct copies of the Mortgage, Assignment of Mortgage, and Note are attached hereto as Exhibits “A”, “B” and “C”, respectively.

6. The Debtors entered into a Loan Modification Agreement with the Movant on April 23, 2020, outlining the new principal balance in the amount of \$296,081.75. See exhibit “D”.

7. The Debtors executed a promissory note secured by a mortgage or deed of trust. The promissory note is either made payable to Movant, has been duly endorsed or Movant, directly or through an agent, has possession of the promissory note and may enforce the promissory note as a transferee in possession. Movant is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust. If the original promissory note is lost or destroyed, then Movant will seek to prove the promissory note using a lost note affidavit.

8. Pursuant to the Loan Modification Agreement, mortgage payments are due on the 1st day of each month. The principal and interest mortgage payments are \$1,371.20, with an escrow component in the amount of \$853.76, for a total monthly payment of \$2,224.96.

9. The Debtors have failed to maintain their monthly post-petition payments. The loan is currently post-petition due for February 1, 2025 – April 1, 2025, for a total amount past due of \$6,674.88.

10. The payoff of the Mortgage and Note as of April 11, 2025, was \$377,271.93 which includes: principal balance of \$289,373.14, accrued interest in the amount of \$43,703.22,

escrow advances in the amount of \$44,222.81, minus \$27.24 being held in the Debtor's suspense account.

11. Due to the filing of this Motion, the Debtor will be incurred additional bankruptcy fees in the amount of \$350.00 and bankruptcy costs in the amount of \$199.00.

12. Servbank, SB is entitled to relief from the automatic stay for cause, including the lack of adequate protection, because Debtor has failed to make post-petition payments to Movant. 11 U.S.C. § 362(d)(1).

13. Within this motion, the Movant requests a waiver of Rule 4001(a)(3) to have relief effective upon entry of the Court Order.

WHEREFORE, Movant, Servbank, SB, respectfully requests that this Honorable Court enter an Order, pursuant to 11 U.S.C. § 362(d) granting Movant relief from stay with respect to the property located at 119 Ardmore Avenue, Reading, Pennsylvania 19607.

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

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Dated: April 30, 2025

File#	2225-N-8937
Debtor:	Kurt Douglass Fritz & Wendolyn M. Douglass
Case No.:	25-10081
Petition:	1/8/2025

PAYMENTS RECEIVED

Loan Status as of: 4/11/2025
Initial Due Date: 2/1/2025

Date Received	Amount Received	Due Date	Amount Due	NSF/Late Charges/Other	Paid Over/Short	Description
	\$ -	2/1/2025	\$ 2,224.96	\$ -	\$ (2,224.96)	Payment Accrued
	\$ -	3/1/2025	\$ 2,224.96	\$ -	\$ (2,224.96)	Payment Accrued
	\$ -	4/1/2025	\$ 2,224.96	\$ -	\$ (2,224.96)	Payment Accrued
Total:	\$ -		\$ 6,674.88	\$ -	\$ (6,674.88)	

Delinquent Payments	Days Delinquent:	69
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Date	Amount	Days Delinquent	Amount Due	Amount Paid
2/1/2025	\$ 1,371.20	\$ 853.76	\$ -	\$ 2,224.96
3/1/2025	\$ 1,371.20	\$ 853.76	\$ -	\$ 2,224.96
4/1/2025	\$ 1,371.20	\$ 853.76	\$ -	\$ 2,224.96
Delinquency			\$ 6,674.88	
Less Unapplied			\$ -	
Total Delinquency			\$ 6,674.88	